



BOND, SCHOENECK & KING, PLLC

ATTORNEYS AT LAW ■ NEW YORK FLORIDA KANSAS

THOMAS S. EVANS
Direct. 315-218-8217
tevans@bsk.com

December 10, 2004

VIA UPS OVERNIGHT

Jeff S. Jordan, Esq.
Supervising Attorney
Complaints Examination &
Legal Administration
Federal Election Commission
Washington, D.C. 20463

Re: *Syracuse University*
MUR 5550

Dear Mr. Jordan:

We represent Syracuse University (the "University"). Accordingly, attached is a Statement of Designation of Counsel signed by Chancellor Nancy Cantor. It is a photocopy of the original of that Statement which was sent to you previously by our letter dated November 8, 2004, in response to a prior complaint regarding this same matter.

I am responding to your letters to Chancellor Cantor dated November 22, 2004 and November 23, 2004, and received by the University on November 29, 2004, and November 30, 2004, respectively.

As I understand it, the Federal Election Commission ("FEC") has received a complaint and an amended complaint from Attorney David T. Hardy (together, "Hardy's Complaint"). Hardy's Complaint alleges that the University event at which Michael Moore made a presentation on September 22, 2004, was in violation of 2 U.S.C. Section 441b. Hardy's Complaint appears from its terms to be just one of many he is making to the effect that every appearance by Michael Moore at a college or university prior to the last presidential election violated the Federal election laws regardless of the particular facts involved in each such appearance. Thus, Hardy's Complaint seems to be far more the product of a crusade he is carrying on against Mr. Moore than a concern that a particular Moore appearance violated the Federal election laws.

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

2004 DEC 14 A 11:50

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As will be demonstrated below, Syracuse University did not violate the Federal election laws when Mr. Moore spoke at its campus. Consequently, the Federal Election Commission should not take any further action on this matter.

2 U.S.C. Section 441b(a) provides that "it is unlawful for any . . . corporation . . . to make a contribution or expenditure in connection with any election to any political office, or in connection with any primary election or political convention or caucus held to select candidates for any political office . . .".

2 U.S.C. Section 441b(b)(2) defines the term "contribution or expenditure" as a contribution or expenditure pursuant to 2 U.S.C. Section 431 and "any direct or indirect payment, distribution, loan, advance, deposit, or gift of money, or any services, or anything of value to any candidate, campaign committee, or political party or organization, in connection with any election . . .".

2 U.S.C. Section 431(8)(A) provides that "the term contribution includes (i) any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for Federal office; (ii) or the payment by any person of compensation for the personal services of another person which are rendered to a political committee without charge for any person." 2 U.S.C. Section 431(9)(xiv) provides that the term contribution does not include an honorarium.

2 U.S.C. Section 431(9)(A) provides that "the term expenditure includes (i) any purchase, payment, distribution, loan, advance, deposit, or gift of money or anything of value, made by any person for the purpose of influencing any election for Federal office; and (ii) a written contract, promise, or agreement to make an expenditure."

On August 31, 2004, by correspondence, the University extended an offer to Mr. Moore to speak on September 22, 2004, at 7:30 p.m. in the Carrier Dome in Syracuse, New York, for the sum of \$47,000 (the "Offer"). The Offer indicated that the presentation was being co-sponsored by the Syracuse Symposium 2004: Humor and the University Union Speakers Board. The Offer also stated that "we would like Mr. Moore to speak on "the role of humor in social change;" a role he understands better than anyone alive!" and that "other Humor Symposium presenters this semester include Garry Trudeau, Anna Deavere Smith, Shazia Mirza, P.J. O'Rourke, and the Capitol Steps." A copy of the Offer is attached as Exhibit A.

On September 2, 2004, Mr. Moore's representative sent to the University, by facsimile, a contract (the "Contract") and performance rider (the "Performance Rider") with respect to the September 22, 2004 presentation for the University's approval. Copies of the Contract and Performance Rider as amended and signed are attached as Exhibit B.

On September 9, 2004, the University issued a press release entitled "Michael Moore appearance at Syracuse University scheduled for Sept. 22 in the Carrier Dome" (the "Release"). The

Jeff S. Jordan, Esq.
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Release provided that "documentary filmmaker Michael Moore will speak at Syracuse University on Sept. 22 at 7:30 p.m. in the Carrier Dome as part of the 2004 Syracuse Symposium." The Release also provided that "Syracuse Symposium is an intellectual festival, hosted by The College of Arts and Sciences, which celebrates interdisciplinary thinking, imagining and creating. The theme for the Fall 2004 Symposium is humor. Other keynote speakers and performers scheduled for this semester include "Doonesbury" creator Garry Trudeau (Sept. 21); The Capitol Steps political satire group (Oct. 12); writer and satirist P.J. O'Rourke (Oct. 19); Muslim stand-up comic Shazia Mirza (Oct. 25); New Yorker cartoon editor Bob Mankoff (Oct. 28); University of Chicago philosophy professor Ted Cohen (TBA); and actress and performer Anna Deavere Smith (Nov. 18)." A copy of the Release is attached as Exhibit C.

Finally, additional materials were disseminated by the University with respect to the Fall 2004 Symposium (the "Additional Materials"). The Additional Materials identify the Symposium's fall theme of humor and set forth the scheduled events and performers in conjunction with the Symposium. Copies of the Additional Materials are attached as Exhibit D.

The University is a private New York educational corporation created by act of the New York Legislature. It is tax-exempt pursuant to New York and Federal law.

The University's payment to Mr. Moore pursuant to the Offer, Contract, and Performance Rider for Mr. Moore to speak on the role of humor in social change was not a contribution or expenditure in connection with any election to political office or any activity to select candidates for political office. Therefore, the event and the payment to Mr. Moore for speaking at it did not violate 2 U.S.C. Section 441b as reflected in the Complaint and your letter.

The University did not make any direct or indirect payment, distribution, loan, advance, deposit, or gift of money, or provide any services or anything else of value, to any candidate, campaign committee, or political party or organization, in connection with any election. Mr. Moore is not, nor, to the University's knowledge, is he associated with, a candidate, campaign committee, or political party or organization. Further, Mr. Moore's invitation to speak at the University was in connection with a symposium on humor and not in connection with any election.

As is clearly established by the attachments, the University also did not make any gift, subscription, loan, advance, or deposit of money or provide anything of value for the purpose of influencing any election for Federal office. (Even if the University did make a gift, subscription, loan, advance, or deposit of money or anything of value that had the effect of influencing any election for Federal office in this instance, it would not be considered a contribution because payment to Mr. Moore for his presentation would be considered an honorarium and thus, by statutory exemption, not a violation of the law. The dictionary definition (the former statutory definition has not been repealed) of the term "honorarium" in this context is a fee for services rendered by a professional person.) Nor did the University make any purchase, payment,

distribution, loan, advance, deposit, or gift of money or anything of value for the purpose of influencing any election for Federal office. Finally, the University's contract with Mr. Moore was not a contract, agreement, or promise to make any prohibited expenditure.

Thus, the University did absolutely nothing to violate the law. To the contrary, the University contracted with Mr. Moore for him to speak to its students on the role of humor in social change. This is precisely the sort of educational presentation which a college or university should offer to its students and which colleges and universities throughout the country are regularly and routinely doing. Payment of an honorarium was made to Mr. Moore by the University pursuant to the Offer, Contract, and Performance Rider. The University, as evidenced by the Offer, Contract, Performance Rider, Release, and Additional Documents, intended for Mr. Moore to speak on the role of humor in social change. There is no evidence in these or any other documents which suggests that the University's invitation and payment to Mr. Moore to speak on humor was for the purpose of influencing any election or in connection with an election. In fact, there is no evidence that the University had any communications with Mr. Moore in which it was suggested or requested that Mr. Moore speak on any topic other than humor. The University further denies that there was any required or expected different agenda underlying its invitation to and contract with Mr. Moore.

That is not to say, of course, that the University anticipated that Mr. Moore's presentation would be devoid of political topics or references. To the contrary, part of the University's educational objective in discussing the role of humor in society was to present its students with many varied and alternative view points. In fact, the University was deliberate when comprising its list of speakers and presenters to include individuals holding different view points (political and otherwise.) See the list of Fall semester speakers set forth above.

The University's purpose in having Mr. Moore speak on the topic of the role of humor in social change was an educational one not connected to any election. As a result, even if it were determined that despite the University's Symposium topic, Mr. Moore himself directed his actual presentation at the upcoming election or spoke with the purpose of influencing the election, the University's payment to Mr. Moore still could not be considered a prohibited contribution or an expenditure as the University did not have the statutorily required intent or purpose. In the words of the statutes, the University's actions were never "in connection with" political activity or "for the purpose" of influencing any election to Federal office. To find otherwise would be to hold that the University had an obligation, not found in the statute or elsewhere, to interrupt or cut short Mr. Moore's presentation, thereby restraining Mr. Moore's right to free speech under the First Amendment to the United States Constitution.

In summary, the University's payment to Mr. Moore for his presentation at the Carrier Dome on September 22, 2004, was neither a contribution nor an expenditure in connection with any election to political office, and accordingly, the University did not violate U.S.C. Section 441b.

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If you have any questions or need any additional information, please do not hesitate to contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Thomas S. Evans

TSE/tac
Enclosure

cc: Chancellor Nancy Cantor

26044142994

EXHIBIT A

2604142995



FEDERAL ELECTION COMMISSION
999 E Street, NW
Washington, DC 20463

**Statement of Designation of Counsel
Respondent**

Name of Counsel: Thomas S. Evans, Esq.

Firm: Bond, Schoeneck & King, PLLC

1800 One Lincoln Center, Syracuse, New York 13202

Telephone: (315) 218-8217

Fax: (315) 218-8100

The above named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

Syracuse University

November 8, 2004

Date

By: Nancy E. Cantor

Chancellor Signature

Name (Print): Nancy E. Cantor, Chancellor

Address: Syracuse University

300 Tolley Administration Building, Syracuse, New York 13244-1100

Telephone: Home ()

Business (315) 443-2235

Information is being sought as part of an investigation being conducted by the Federal Election Commission and the confidentiality provisions of 2 U.S.C. § 437g(a)(12)(A) apply. This section prohibits making public any investigation conducted by the Federal Election Commission without the express written consent of the person under investigation.

26044142995

EXHIBIT B

26044142997



SYRACUSE UNIVERSITY

RENÉE CROWN UNIVERSITY HONORS PROGRAM

August 31, 2004

Mr. Kenny Rahtz
Vice President
Great Talent Network
437 Fifth Avenue
New York, NY 10016

Dear Kenny:

I am authorized on behalf of Syracuse University to present a firm and binding offer of \$47,000 to Michael Moore to speak on September 22, 2004 at 7:30 p.m. in The Carrier Dome in Syracuse, New York. This presentation is co-sponsored by the Syracuse Symposium 2004: Humor; and UU Speakers Board. No additional funds are provided for travel in this offer.

We would like Mr. Moore to speak on "the role of humor in social change," a role he understands perhaps better than anyone alive! (Other Humor Symposium presenters this semester include Garry Trudeau, Anna Deavere Smith, Shazia Mirza, P.J. O'Rourke, and the Capitol Steps.)

The presentation will be followed by a reception and book signing in the OrangePack Room in the Carrier Dome. The reception will include interviews with Hill TV, Daily Orange student newspaper, and perhaps other student media groups, and local Syracuse Media outlets.

Tickets will be \$3.00 for Syracuse university students, faculty, and staff, and \$5.00 for the general public. We will provide two rooms at the University Sheraton Inn on campus for the night of September 22. The Hotel is located on our campus, at 801 university Ave (315/475-3000).

Please confirm this offer and issue a detailed, written contract to me. My cell phone number for the day of the event is:

Cordially,

Eric Holzwarth
Assistant Dean, and
Deputy Director
Renée Crown University Honors Program

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EXHIBIT C

28044142999

GREATER TALENT NETWORK, INC.

437 Fifth Avenue NY, NY 10016

Tel: (800) 326-4211 Fax: (212) 627-1471

FAX TRANSMISSION

September 2, 2004

To: Mr. Eric Holzwarth
ASST. DEAN
SYRACUSE U COLL ARTS & SCIENCES
At Fax # 315-443-3235

From: Kenny Rahtz

Attached Material:

Officially changed and initialled contract for you to kindly initial and sign + date; and the new Rider for Michael Moore Contract 14989

Message:

I am sorry that after the lengthy wait that the contract (which I'm mailing as well) was merely changed in pen - but it is 100% official. Please let me know anything you may need additionally.

Including cover sheet, this fax consists of _____ pages. In case of transmission failure, please contact us at (800) 326-4211.

26044143000



437 Fifth Avenue
New York, NY 10018
Phone: 212.645.4209
Fax: 212.627.1471
email: glt@greater-talent.com
www.gtSpeakers.com

September 2, 2004

Syracuse University - Syracuse Symposium/OU-Speakers Board
Eric Holzwarth
Assistant Dean
College Of Arts & Sciences
300 Hall Of Languages-Dom's Off
Syracuse, NY 13244-1170

Dear Mr. Holzwarth:

Re: GTN Contract No. 14989

I am pleased to enclose one fully executed copy of our agreement for the appearance of Michael Moore on September 22, 2004.

All of us here at GTN want to be sure that your events are resounding successes, and we will be contacting you again before the appearance. If you require assistance in emergency conditions, my home phone number is

For further information about GTN and the outstanding celebrity speakers we represent, please visit us on the web at www.gtSpeakers.com or call me at 800.326.4211.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kenny Rahar', is written over the typed name.

Kenny Rahar
Senior Vice President

Enclosure

14989/005349

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FROM-8154433236

TO-Syracuse University

PAGE 002

26044143001

Contract No. 14989

This Agreement, dated April 27th, 2004, is New York, NY between Greater Talent Network, Inc., (Federal Tax ID 13-3092939) with offices at 437 Fifth Avenue, New York, NY 10016, (hereinafter referred to as "GTN") is only authorized lecture agent for the ARTIST and:

Syracuse University - Syracuse Symposium/ULI Speakers Board
 At: Eric Holzwarth, Assistant Dean
 College Of Arts & Sciences
 300 Hall Of Languages-Dean's Office
 Syracuse NY 13244-1170

hereinafter referred to as "Sponsor" is a memorialization of the prior agreement of the parties whereby GTN will provide the services of:

Michael Moore

hereinafter referred to as "Artist", to lecture (perform) at the date, time and place and subject to the terms specified herein (the Program).

1. Title of Program: An Evening With Michael Moore
2. Date of Program: Sunday, October 27th, 2004 - WED. SEPT. 22, 2004 WFP
3. Time of Program: 7:50 P.M.
4. Place of Program: Goldstein Auditorium, Schine Student Center - THE COLLIER DOME WFP
5. Additional Activities (See reverse side of form): Reception, book signing following Presentation

5.1 Contract Rider(s) (if any) are set forth below:

See attached Riders (2) and REVISED ARTIST RIDER WFP

6. SPONSOR shall provide a well lighted, heated (or cooled, as necessary) place for the performance, microphones and PA system, cold water with glass at podium, if applicable, all in good condition, safe and suitable for the intended use, and all other necessary stage accessories and properties set forth below: (See Rider(s), if applicable)

See attached Riders (2) and REVISED ARTIST RIDER WFP

7. Terms: As consideration for ARTIST'S service SPONSOR agrees to pay to GTN the amount of (a) \$47,000.00 (Forty seven thousand and 00/100 Dollars) and (b) inclusive of air and ground travel only; hotels and meals for 3 are the sponsor's responsibility. Note: In accordance with actual travel itinerary, Artist will be met at, and returned to the Syracuse, NY Airport. \$47,000.00 Seven WFP

8. Payment: Fifty (50) percent of the agreed upon compensation shall be a non-refundable deposit, except as otherwise set forth herein, and shall accompany this signed agreement and annexed rider(s), if applicable, upon their return to GTN. The balance of the payment shall be received by GTN, in fully collected US federal funds, at its office set forth above within 24 hours of performance.

9. Sponsor's correspondence is Eric Holzwarth, whose telephone # is (315) 443-2201 and whose home or emergency contact telephone number is:

10. The representative of Sponsor, in signing this form, warrants that (s)he signs as a duly authorized representative of Sponsor and does not assume any personal liability unless there is a breach of said warranty. The GTN representative warrants that GTN has express authority to sign on behalf of the Artist.

11. Suggested accommodations: The University Sheraton Hotel - Syracuse, NY (315) 473-3000.

Executed for Sponsor:

by Umar F. Pasha

Title Comptroller

Date 5/3/04

For Greater Talent Network, Inc.

by Kenny Rader

Kenny Rader, Senior Vice President

Date 5/28/04

Please sign three copies of this agreement and send, with your deposit, to Greater Talent Network, 437 Fifth Avenue, NY, NY 10016, tel (212) 645-4200. A fully executed copy will be returned to you. Thank you.

The "Standard Terms and Conditions" set forth on the back of this form are an integral part of this agreement and shall be binding upon the parties. Please read carefully.

26044143002

MICHAEL MOORE
Performance Rider *

The following Performance Rider is an addendum for all contracts pertaining to personal appearances by Michael Moore and is an integral part of the attached contract # _____. Any and all costs associated with this rider are in addition to the other terms provided and are the responsibility of the sponsoring organization. Any deviation from these requirements must be agreed to in writing with Greater Talent Network, Inc.

Book Sales:

Copies of all of Mr. Moore's most current books and DVDs including, but not limited to, *Stupid White Men and Other Sorry Excuses for the State of the Nation*, *Dude Where's My Country?* and *Fahrenheit 9/11*, must be available for sale at every speech. This does not guarantee a book signing, but books must be available in any case. (To inquire about the possibility of a book signing, sponsor should contact the GTN Representative.)

Airfare:

Private aviation will be used for this tour; Sponsoring organizations are being billed a flat fee that is included in the contract. Please call the GTN representative with any questions.

Video Requirements:

Please provide the following:

- A large screen, a minimum of 9' x 12'.
- A projection unit capable of showing a standard DVD
- A projection unit capable of showing a standard photo slide.

Said unit should be tested prior to the performance. (Note: This does not need to be a costly or complex system. Sponsor should contact their GTN Representative with any questions.)

Stage Requirements:

Mr. Moore will use one wireless lavalier microphone; please have a wired microphone as a backup. Light the stage with the same intensity as the audience; Mr. Moore likes to see the people in the venue.

Accommodations and Ground Transportation:

Mr. Moore's ground travel and hotels will be handled centrally by GTN. Each school will be billed \$500 to cover these expenses, payable before the event plays. Please provide the GTN agent with the name of a trusted local ground transportation provider and the nearest 4-Star hotels.

Press Requirements:

Reporters and media are allowed to attend Mr. Moore's performance. They must be credentialed and given a special section in which to sit.

637 Fifth Avenue
New York, NY 10018
Phone: 212.646.4200
Toll Free: 800.328.4211
email: gtn@greatertalent.com
www.gtnspeakers.com



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FROM-3164433235

TO-Syracuse University

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Michael Moore
Performance Rider
Page Two

Quiet Time:

Mr. Moore requires 20 minutes of quiet time, in a private room, prior to his performance. Please allow for this time when planning the itinerary.

Security:

Sponsor must provide standard and adequate security for the event. Security for the venue is the responsibility of the sponsoring organization. Please note that Mr. Moore has additional security personnel that will accompany him on the tour. Please provide GTN with the contact name and phone numbers for the local security officials. Mr. Moore's security will coordinate directly with them. Please consult with the GTN representative regarding any special arrangements that may be necessary.

Any further questions can be answered by the GTN agent.

Agent for Michael Moore

Date

Walter F. Pataki, Governor 9/3/04
Authorized signature from sponsoring organization Date

** Note: This "performance rider" is current as of 9/1/04. Sponsoring organizations and GTN agree to use all reasonable best efforts to accommodate additions to, deletions from, or changes in the performance rider and the items described herein

09/04

26044143004

STANDARD TERMS AND CONDITIONS

1. The Sponsor agrees that GTN is acting only as a speakers bureau representing Artist who will actually furnish the services provided herein.

2. This agreement, executed by Sponsor, must be returned to GTN within twenty-one (21) days of the date first set forth on the face of this agreement form. This agreement is not binding on GTN or Artist unless and until the deposit required is received in fully collected US federal funds and a copy of this agreement is signed by an authorized GTN representative.

3. [a][i] In the event of sickness or of accident of Artist, or of unforeseen professional responsibility or of unforeseen emergency of Artist, or [ii] if a Program is prevented, rendered impossible or unfeasible by any act or regulation of any public authority, or by reason of riot, strike, act of God, epidemic, war, or declaration of disaster by federal or state government and the Program is cancelled, it is understood and agreed that there shall be no claim for damages by Sponsor and Artist's obligations as to the Program shall be deemed waived.

3 [b] In the event of a cancellation as set forth in 3[a][i] above, the parties will immediately negotiate in good faith for a rescheduled date on the terms and conditions set forth herein. In the event of a cancellation by Artist as set forth in 3[a] above, GTN, at its option, may, as an alternative to rescheduling, provide a comparable artist reasonably acceptable to Sponsor for the Program date. Notwithstanding anything to the contrary herein, GTN shall refund to Sponsor the deposit only in the event of cancellation pursuant to paragraph 3[a] and a rescheduled date or comparable artist is not agreed to as provided herein.

3 [c] In the event of cancellation of this contract by Sponsor for reasons other than those set forth in 3[a] above, GTN shall be entitled to 50% of the agreed compensation, unless such cancellation occurs within sixty (60) days prior to the program date, in which case the entire fee shall be due and owing to GTN.

4. Additional Activities, if any, are not deemed part of the Program. Except as specifically set forth in this agreement no Additional Activities shall be planned by Sponsor nor expected of Artist. The compensation set forth is understood to be for the Program only, and Additional Activities set forth, if any, are understood to be undertaken on a best efforts basis, gratis, by Artist.

5. Unless specifically provided to the contrary herein, Sponsor shall be responsible for and provide all transportation necessary to transport the Artist from Artist's home or office at the city of origin to the place of performance, and to return Artist from the place of performance to the point of origin, including all necessary air and ground transportation, and to the extent required, hotel and meals costs in connection with the travel arrangements.

6. In the event Sponsor refuses or neglects to perform any of the items herein stated, and/or to perform any obligations herein stated, and/or fails to make any payment provided herein, Artist shall have the right to refuse to perform this contract, and GTN shall retain any amounts paid to GTN by Sponsor, and Sponsor shall remain liable to GTN for the agreed compensation. In addition, if, on or before the date of any scheduled Program, Sponsor has failed, neglected or refused to perform any contract for any engagement through GTN, or if the financial standing or credit of Sponsor has been impaired or is, in GTN's sole opinion, unsatisfactory, GTN shall have the right to demand the compensation forthwith. If Sponsor fails or refuses to make such payment forthwith, GTN shall have the right to cancel this engagement by notice to Sponsor to that effect, and to retain any amounts

theretofore paid to GTN by Sponsor, and Sponsor shall remain liable to GTN for the agreed compensation herein set forth.

7. The Program to be furnished by GTN shall receive billing in such order, form, size and prominence as approved by GTN in all advertising and publicity issued by or under the control of Sponsor. Artist's name, voice and/or likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-up, commercial tie-up or merchandising.

8. Sponsor shall not itself, nor shall it permit others, to record, broadcast, televise, photograph or otherwise reproduce the visual and/or audio portions of the Program, or any part thereof, without the expressed written permission of GTN. Sponsor consents to the use of the images of its facilities and venue in any recording and/or rebroadcasting by GTN or other authorized party of the Program or any part thereof.

9. This agreement shall not in any way be construed so as to create a partnership, or any kind of joint venture undertaking or venture between the parties hereto, nor make GTN liable, in whole or in part, for any obligation that may be incurred by Sponsor.

10. Sponsor hereby indemnifies and holds GTN and the Artist, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against GTN or Artist or any of the foregoing in connection with or as a result of any claim for personal injury, property damage or other loss brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Program, which claim does not result from the active negligence of the Artist and/or GTN.

11. GTN acts herein only as speakers bureau representative for Artist and is not responsible for any act of commission or of omission on the part of either Sponsor or Artist, or in any way for any statement or opinion expressed by Artist. In furtherance thereof, and for the benefit of GTN, it is agreed that Sponsor will not name or join GTN as a party in any civil action or suit arising out of, in connection with, or related to, any act(s) of commission or omission of Sponsor or Artist.

12. Any amusement, entertainment, admission or similar tax or taxes, whether imposed by federal, state or local authority, shall be the responsibility of Sponsor.

13. This agreement (i) cannot be assigned or transferred without the written consent of GTN, (ii) contains the sole and complete understanding of the parties hereto and (iii) may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both parties. The validity, construction and effect of this agreement shall be governed by the laws of the State of New York as if this agreement were signed and completely performed in New York, regardless of the place of performance. The terms "Sponsor" and "Artist" as used herein shall include and apply to the singular, plural, and to all genders.

14. In the event of a breach of this agreement by Sponsor, GTN shall be entitled to its reasonable attorney's fees and disbursements incurred in connection with the breach by Sponsor and/or the collection of any outstanding sums due GTN hereunder together with a finance charge of 1.5% per month from the date any payment became due.

15. All press releases and the printed program should contain the following credit line:

"Arrangements for the appearance of

"Artist Name"

made through Greater Talent Network, Inc., NY, NY"

20041143003

MICHAEL MOORE
Performance Rider *

The following Performance Rider is an addendum for all contracts pertaining to personal appearances by Michael Moore and is an integral part of the attached contract # 15502. Any and all costs associated with this rider are in addition to the other terms provided and are the responsibility of the sponsoring organization. Any deviation from these requirements must be agreed to in writing with Greater Talent Network, Inc.

Security:

Sponsor must provide standard and adequate security for the event. Security for the venue is the responsibility of the sponsoring organization. Ron Eastman is Mr. Moore's logistical and security coordinator. Sponsor will provide to Mr. Eastman the name/contact information for the Director of local venue security.

No one is allowed backstage or at artist entrance without proper security credentials. Mr. Eastman's logistical team will provide these credentials.

Accommodations and Ground Transportation:

Mr. Moore's ground travel and hotels will be handled centrally through GTN's logistical team. *Each school will be billed \$500 to cover these expenses, payable before the event plays.*

Book Sales:

Copies of the following books, DVDs, and CDs should be made available at the venue.

- *Will They Ever Trust Us Again?* (after 26th) Simon & Schuster
- *The Official Fahrenheit 9/11 Reader* Simon & Schuster
- *Dude, Where's My Country?* (paperback) Warner Books
- *Fahrenheit 9/11 - DVD/VHS* (October 4th) Columbia Tristar Home Entertainment
- *Bowling for Columbine/The Big One - DVD* (Oct 4th) MGM Home Entertainment
- *Fahrenheit 9/11 SOUNDTRACK CD* (Oct 5th) Label: Rhino Records
- *Songs and Artists That Inspired Fahrenheit 9/11 CD* (Oct 5th) Sony Epic Music

**Michael Moore
Performance Rider**

This does not guarantee a book signing, but books/DVDs must be available in any case. (To inquire about the possibility of a book signing, sponsor should contact the GTN Representative.)

Video Requirements:

Venue must provide professional movie screen and sound system, including DVD projector, CD player, slide projector and staff to operate them. All systems must be tested prior to the performance. Note: This does not need to be a costly or complex system. Sponsor should contact Jon Irvin (Tech/Staging Information-see below) with any questions.

Stage Requirements:

Venue must provide the following:

- Podium (lecture style) with microphone
- Two microphones with stands (hand-held)
- Two lavalier microphones to wear.
- Stool with two bottles of water.
- Working telephone patched into the sound system.
- Four audience microphones controlled by ushers.
- 4 extra channels for instrument or microphone input.
- Ability for tour personnel to access feed out of soundboard
- Microphone set up with guitar and voice microphones
- One medium sized straight-backed elementary-style chair—OFF STAGE
- Additional stage/spot lighting – indoor venues as requested

In addition, no seats are allowed within 25 feet of stage, no aisle will be open that crosses front of stage. House lights will be up at 25% throughout show.

Press Requirements:

The media is allowed to attend Mr. Moore's performance. They must be credentialed, logged in and given a special section in which to sit. Mr. Moore's performance may be taped by press and used on newscasts. Flash photography is allowed only the first five minutes.

All media inquiries and media log should be referred to tour publicist:

Terri Hardesty.

**Michael Moore
Performance Rider**

Miscellaneous:

- Signs must be posted at all public entrances stating:

ATTENTION

PLEASE TAKE NOTICE:

**THERE WILL BE A FILM CREW FILMING/RECORDING TODAY
FROM WESTSIDE PRODUCTIONS**



**BY ENTERING, YOU CONSENT AND GIVE PERMISSION TO BE FILMED AND
RECORDED FOR POSSIBLE INCLUSION IN FUTURE PROJECTS AND/OR THE
ADVERTISING OR PROMOTION RELATING TO SUCH PROJECTS.**

**YOUR PRESENCE INSIDE IS AN ACKNOWLEDGMENT OF SUCH
FILMING/RECORDING AND THAT YOU GRANT TO WESTSIDE PRODUCTIONS THE
WORLDWIDE RIGHTS, IN PERPETUITY OF THE FILMING / RECORDING OF YOUR
LIKENESS, VOICE AND ANY ON-CAMERA INTERVIEW YOU MAY GIVE.**

DATED:

- Prior to event, please provide a list of event student coordinators/volunteers and event staff members to tour manager, Anne Moore Email: avmoore@jps.net;
- The venue must allow voter registration and information tables at the event in conjunction with local or campus Get Out the Vote groups. Please contact Anne Moore with your questions.
- Tickets should be free if possible and no more than \$5. All information regarding requirements, restrictions and notices should be distributed with the tickets.

Quiet Time/Green Room:

Prior to his performance, Mr. Moore requires at least 20 minutes of quiet time. Please provide a private room offstage with restroom facilities. Please provide in the Green room one case of bottled water with ice and one case assorted juice and diet sodas.

Any further questions can be answered by the GTN agent.

26044143008

Michael Moore
Performance Rider

TOUR CONTACT INFORMATION

LOGISTICAL COORDINATOR - Ron Eastman

TOUR MANAGER - Anne Moore aymoore@jps.net

GTN/BOOKING CONTACT- Jon Dindas jwd@greatertalent.com

TECH / Staging / General INFO - Jon Irvin jon@michaelmoore.com

MEDIA Terri Hardesty -

Agent for Michael Moore

Date

Authorized signature from sponsoring organization

Date

**** Note: This "performance rider" is current as of 9/8/04. Sponsoring organizations and GTN agree to use all reasonable best efforts to accommodate additions to, deletions from, or changes in the performance rider and the items described herein.**

09/04

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EXHIBIT D

26044143010

FOR IMMEDIATE RELEASE
Thursday, September 9, 2004

Contact: Kelly Homan Rodoski
Phone: (315) 443-3784
kahoman@syr.edu

Michael Moore appearance at Syracuse University scheduled for Sept. 22 in the Carrier Dome

Documentary filmmaker Michael Moore will speak at Syracuse University on Sept. 22 at 7:30 p.m. in the Carrier Dome as part of the 2004 Syracuse Symposium. Moore was originally scheduled to appear Oct. 17 in the Schine Student Center's Goldstein Auditorium. The change was made at Moore's request, to accommodate the rescheduling of parts of his election-season tour.

Tickets will be available for purchase at the Schine Student Center Box Office and the Carrier Dome Box Office. They are \$3 for SU students, faculty and staff and \$5 for the general public. Student, faculty and staff tickets will go on sale Sept. 7 at 9 a.m.; there is a two-ticket limit per SU I.D. Tickets for the public will go on sale Sept. 13 at 9 a.m. Tickets will be sold at the box offices only, not by phone or online. For more information on tickets, call the Dome box office at (315) 443-2121.

Parking will be available for \$2 in the Carrier Dome West lots (Stadium, Henry, Fine and Standart), accessible from Stadium Place and East Raynor Avenue.

Moore, who was recently featured on the cover of Rolling Stone magazine, is the director of "Fahrenheit 9/11," a controversial documentary about the Bush administration's actions in the wake of the Sept. 11, 2001, terrorist attacks. The film received the Best Picture Award at the 2004 Cannes Film Festival. Among Moore's other works are the book "Stupid White Men ... and Other Sorry Excuses for the State of the Nation"; the Oscar-winning film "Bowling for Columbine"; and the film "Roger and Me."

-more-

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Moore – 2

Syracuse Symposium is an intellectual festival, hosted by The College of Arts and Sciences, which celebrates interdisciplinary thinking, imagining and creating. The theme for the Fall 2004 Symposium is humor. Other keynote speakers and performers scheduled for this semester include "Doonesbury" creator Garry Trudeau (Sept. 21); The Capitol Steps political satire group (Oct. 12); writer and satirist P.J. O'Rourke (Oct. 19); Muslim stand-up comic Shazia Mirza (Oct. 25); New Yorker cartoon editor Bob Mankoff (Oct. 28); University of Chicago philosophy professor Ted Cohen (TBA); and actress and performer Anna Deavere Smith (Nov. 18).

Moore's appearance is co-sponsored by the University Union Speakers Board.

More information on the Syracuse Symposium speakers, performances and exhibits can be found on the Web at <http://symposium.syr.edu>.

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humor

Syracuse Symposium is an intellectual festival celebrating interdisciplinary thinking, imagining, and creating. Our theme this fall is "humor." Humor is a crucial dimension of our lives, individual and social, but it is not often the subject of academic conversation. We seek to correct that for our campus. Throughout the semester, we will explore topics such as the role of humor in society; the craft of humor; what's funny and what's not and why; what are we allowed to poke fun at and what not and why; cross-cultural perspectives on humor; political cartoons; how humor allows us to express things we otherwise cannot; how humor provokes thinking; humor and diversity — the list of possible subjects to discuss is long, as you can imagine.

Garry Trudeau Tuesday, September 21
7:30 p.m. Hendricks Chapel
Co-sponsored by Pulse, and The Soling Program

Michael Moore Wednesday, September 22
7:30 p.m. Carrier Dome
Co-sponsored by UU Speakers: your student fee at work

Trudeau cartoon exhibit September 12 – 26
Panasci Lounge, Schine Student Center

The Capitol Steps Tuesday, October 12
8:00 p.m. Setnor Auditorium, Crouse College
Co-sponsored by Pulse and The College of Visual and Performing Arts

P.J. O'Rourke Tuesday, October 19
7:30 p.m. Hendricks Chapel
Sponsored by University Lectures

Shazia Mirza Monday, October 25
7:30 p.m. Gifford Auditorium
Co-sponsored by Kaleidoscope and U-Encounter

Bob Mankoff Thursday, October 28
Cartooning and Creativity as seen through the 68,647 cartoons of The New Yorker magazine
7:30 p.m. Shemin Auditorium, Shaffer Art Building

The New Yorker cartoon exhibit October 17 - November 6
Panasci Lounge, Schine Student Center

Michael Moore by ticket only:

All events open to the public; Michael Moore by ticket only: \$3.00 to SU students, faculty and staff starting September 7; \$5.00 to the community, starting September 13. Tickets available at the Carrier Dome Ticket Office or the Schine Student Center.

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Ted Cohen

Thursday, November 11

And What If They Don't Laugh?

7:30 p.m. Shemin Auditorium, Shaffer Art Building

Co-sponsored by the Philosophy Department

Anna Deavere Smith

Thursday, November 18

Snapshots: Glimpses of America in Change

7:30 p.m. Grant Auditorium, College of Law

Co-sponsored by Kaleidoscope and U-Encounter

Draw Your Own Conclusions: August 23 - January 27

Political Cartooning Then and?

E.S. Bird Library, 6th floor

A Special Collections Research Center Exhibition

Pleasure Principle

September 15 - December 31

Selections from Light Work's Permanent Collection

Robert B. Menschel Photography Gallery, Schine Student Center

Ho, my lads!

August 30 - November 19

Seen anything of a wild rabbit?

Visual Humor from the University Art Collection

Sims Hall

Bolcom and Morris

Friday, November 12

Award-Winning Comedic Cabaret

8:00 p.m. Setnor Auditorium, Crouse College

There are four special courses offered in connection with the Syracuse Symposium this year:

ETS 152

American Comedy

Professor Sanford Sternlicht

ETS 315

Yiddish Literature in Translation

Professor Ken Frieden

JSP/LIT/REL 231

Ethnic Literary Traditions:

ETS 230

Judaic Literature

Professor Ken Frieden

Soling 300

Humor and Social

Katy Brabeck, Instructor

Transformation

All events open to the public.

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Garry Trudeau

Trudeau is the creator and author of *Doonesbury*, which is circulated to 1400 newspapers worldwide. He is the first comic strip artist to win a Pulitzer Prize. This is one of his rare public appearances.



Michael Moore

Fahrenheit 911, *Bowling for Columbine*, and *Roger and Me*; the books *Dude, Where's My Country?* and *Stupid White Men*: if you haven't heard of Michael Moore, there may be something funny about you. . . . He's serious of purpose and extremely funny.



Shazia Mirza

Mirza is the world's only (known) Muslim woman stand-up comic. Profiled last spring by *60 Minutes*, she's becoming an international sensation by exploding cultural stereotypes — held by outsiders and insiders — surrounding Islam and larger issues of identity.



P.J. O'Rourke

O'Rourke is one of America's leading satirists; he's written for *Rolling Stone* and *Atlantic Monthly*. A best-selling author of more than ten books, he has more citations in *The Penguin Dictionary of Humorous Quotations* than any other living writer.



The Capitol Steps

America's finest musical political satirists, they put the "mock" in Democracy. P.J. O'Rourke says, "The Capitol Steps are what Washington would be like if everyone were smarter and could sing." President Bush said, "The Capitol Steps make it easier to leave public office." Need we say more?



Ted Cohen

Cohen is a philosopher, which, in itself is not so funny. But he's also an avid teller of jokes, and the author of *Jokes: Philosophical Thoughts on Joking Matters*. He will help us think about why we laugh at what we do — and why sometimes we don't. He is Professor of Philosophy at The University of Chicago.



Bob Mankoff

Mankoff is cartoon editor of *The New Yorker*. He is also one of the nation's leading commentators on the role of humor in American life, the author of *The Naked Cartoonist* on the creative process of cartooning, and an A&S alumnus (1966).



Anna Deavere Smith

Hailed by *Newsweek* as "The most exciting individual in American theater," playwright and performance artist Anna Deavere Smith uses humor to explore issues of race, community, identity, and character. A MacArthur Fellow, she won an Obie award for *Fires in the Mirror*, and currently plays the "National Security Advisor" on *Westwing*.

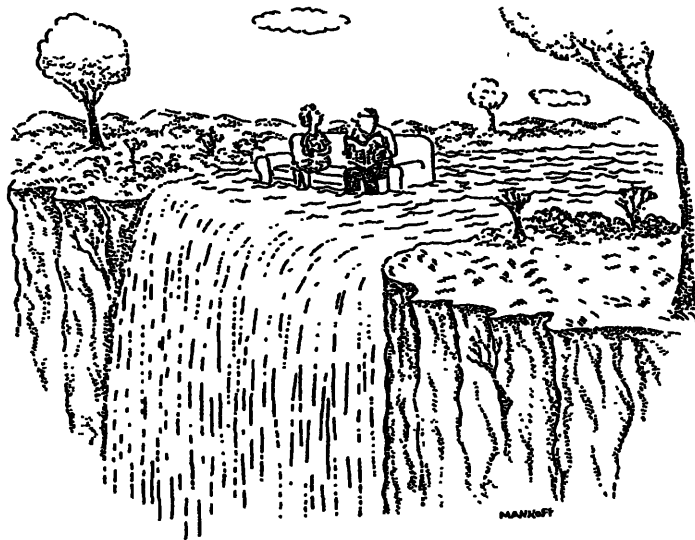
deadline: october 22

Write a caption for this cartoon and win a prize!

First prize: \$300; second prize, \$75. Bob Mankoff, Cartoon Editor of *The New Yorker* will select the winners. All winners will also receive a copy of *The Complete Cartoons Of The New Yorker*, signed by Mr. Mankoff.

There will be a first and a second prize in each of three categories:

1) SU students, 2) SU faculty/staff, 3) SU alumni, 4) The general public.



Rules for your entry:

1. It has to be funny.
2. It has to be original.
3. It has to be a single sentence of not more than 25 words.
4. It has to complete the image in such a way that the final product would make a good *New Yorker* cartoon.
5. Entry must be received by October 22, 2004

Submit your entry on line <http://symposium.syr.edu/>, or mail it to:

Cartoon Contest
Syracuse Symposium
329 Hall of Languages
Syracuse University
Syracuse, New York, 13244-1170



Hosted by The College of Arts & Sciences for Syracuse University

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